

1897-06
Lee Co

Chancery Causes: Hiram J. Yeary vs. Jeremiah Mullins &c

Wilder, Ely, Albert, Devault, Parkey, James, Merriman, Devault,
Blankenship, Collins, Gibson

CA-Debt
T-Property

To the Hon. W. T. Miller, Judge of the Circuit court for
Lee county, Virginia:

Your orator, H. J. Yeary, would respectfully represent unto your Honor that on the 12th day of November, 1891, he, together with Shaderick Wilder and Thos. J. Ely, signed as the cosecurity with the said Wilder and Ely a certain obligation or note with Jeremiah Mullens as principal, for the payment of \$225.00 by the first day of January, 1892, to one Paris Albert, with interest from date. Your orator would further represent that after the said obligation became due, a large part of the same remaining unpaid, to wit: at the March term, 1893, of the Circuit court of the said county, said Albert obtained judgment against your orator, his cosecurities and the principal for the sum interest and costs then remaining unpaid. Upon this judgment execution was duly issued and placed in the hands of an officer of the said county, which officer, pursuant to the power vested in him by such execution, levied the same on property of your orator. Your orator alleges that thereupon of the said debt he paid of interest and costs and principal, the sum of \$229.32. Your orator again alleges that the said debt was not his individual debt or obligation and no part thereof, but he alleges that he signed the same only as surety and as the cosurety of the said Wilder and Ely. Your orator further alleges that his principal, the said Jeremiah Mullens, has no property or effects of any kind in this state, ~~unless it be a small and valueless end of a piece of land said to be long to him in Tennessee, out of which your~~ orator can make and recover the above sum, so paid as aforesaid. Your orator is advised that he is entitled to contribution from his cosecurities, the said Wilder and Ely. His prayer thereof is that the said Jeremiah Mullens, Shaderick Wilder and Thos. J. Ely be made parties defendant to this bill, and that each of them be required to answer the same, but not on oath, that being waived; and that upon a final hearing of this cause

a decree be pronounced in favor of your orator against the said Wilder and Ely for their proportionate part, or two thirds of the amount so as aforesaid by your orator paid. And if mistaken in this his special prayer, he asks for such other, further and general relief as the equity of his case will demand.

And he will ever pray. May spa. issue.

Or, Blankenship & Ewing,
P.Q.

1873

H. J. Geary, P. T.
 vs. } Bill } in ch.
 Shade Wilder, et al.

Orr, Blankenship & Ewing,
 P. 2

1894 1st October bill filed.
 Simms executed as to
 Shadrick Wilder & Jeremiah
 Mullens. ~~as to~~
 J. J. Ely and Dierce Mearns
 as to them & Contd as
 to J. J. Ely.
 " 2nd October Rules Decree
 nisi confirmed as to
 Shadrick Wilder & Jeremiah
 Mullens & J. J. Ely & D. Mearns
 as to him
 " 1st for Rules Decree nisi
 cause as to J. J. Ely & cause set
 for hearing by Plff.
 " 4th for Term Contd
 1895 Mar. " Decree Contd
 June " "
 " for Term Decree & Contd
 O.B.O.P. 284

Plffs Costs
 C 989
 Tax 1.50
 J.P. 6.50
 writs 3.00
 atty 10.00
 shff 1.00
 \$34.98
 Co C 2.50

Defts Costs
 C 1.38

34.98
 1.74
 36.87

1897
 Plffs Costs Mar 5
 Clerk 18.66
 Tax 1.50
 J.P. 6.50
 writs 3.00
 Shff 3.00
 atty 15.00
 Co C .25
 Estimated 6.00
 \$53.91

Virginia,

Circuit Court of Lee County.

To Hon. W. T. Miller, Judge of said court:-

-----Humbly complaining, your orator, H. J. Yeary, would respectfully represent and shew ~~xx~~ unto your honor, that heretofore, to-wit: At the 1st October Rules 1894, he filed in this honorable court his original bill against Jeremiah Mullins, Shad-ric Wilder and Thos. J. Ely, the object of which was to recover against the said Mullins \$229.32 and interest thereon from the 4th day of June 1894, till paid, being the amount of a judgement and execution paid by your orator to Paris Albert as security for said Mullins, and if the ~~xx~~ same could not be made out of said Mullins then to have contribution ~~fm~~ from the said Wilder and Ely as co-sureties with your orator of their due proportion of said judgement. The said cause being regularly ma-tured ~~xx~~ and depositions taken therein came on to be heard at the November term 1895, and a decree was rendered therein in your orator's favor against said Mullins for the said amount of your orator's claim and costs of suit, and against said Wilder and Ely for their due propor-tion thereof in case the same could not be made out of said Mullins. On the said decree an execution was issued in favor of your orator a-against said Mullins for the amount of said recovery, but the same was returned no property found. A copy of said execution and return is herewith filed as part hereof marked "E." Executions were then issued against said Wilder and Ely each for his due proportion of said recov-
+ one for costs
ery, [^]but they were each returned no property found. Copies of said executions and returns are herewith filed as part hereof marked "F" and "^{+H.} G" respectively, *and at the June term 1896, leave was granted your orator to file this amended bill.*
-----Your orator will now further ~~xxxxxx~~ represent and shew unto your honor that the said Mullins is the owner of about 264 acres of land situated in this county on Blackwater and on South ~~xx~~ side of Powell's Mountain and bordering on the Virginia and Tennessee state line and adjoining the lands of *H. B. Merriam*
+ others
-----, being a part of the tract on which he resides

he resides and that portion of said tract lying on the Virginia side of said state line, and on which the said original judgement in favor of said Albert and paid by your orator as well as the said decree in favor of your orator, is a lien. The said Ely is the owner of four tracts of land containing 646 acres in said county on which he resides, and lying on Powell's River and Wallen's Ridge adjoining the lands of William A. Baker and wife and others, and on which the said judgement and decree are likewise a lien in favor of your orator. And the said Wilder of two tracts containing 97 acres of land on ~~Wix~~ Wallen's creek and Powell's mountain, in said county, adjoining the lands of ----- W. B. Merriam and all ----- on which said judgement and decree are ~~also~~ also liens in favor of your orator.

-----The prayer of your orator therefore is that the said Jeremiah Mullins, Shadric Wilder and Thos. J. Ely be made the parties defendants to this bill and answer the same, but not on oath that being waived; that the said real estate of said Mullins be subjected to sale to pay the amount of said decree, the rents and profits thereof being insufficient to pay the same in five years, and there being no other liens against said land; and should the sale of said real estate of said Mullins be insufficient to pay the amount of said decree and costs and expense of sale then he prays for a decree for a sale of the said Wilder's and Ely's said real estate to pay their due proportion of the said residue; that your orator may have general relief, etc. And your orator will ever pray, etc. May process issue, directed, etc.

Ort & Blankenship P. C.

~~W. A. Crockett~~

~~Petition of~~
~~John Crockett & B. E.~~

~~E. M. B. Crockett, Trustee, et al.~~

Grand acknowledgment of
Deed, VC - 87th Va. p. 388:

I.O. & B.

H. J. Geary,

vs. } Amended Bill.

Jeremiah Mullins, et al.

1896 1st Aug rules amended bill
filed 24th & D. M.

" 2nd Aug rules D. M. Confd. & C. M.
set for hearing

To the Hon. W. J. Miller Judge of
the Circuit Court of Lee County Va

The Demurer and Answer
of Jeremiah Mullins and Shadrach
Wilder, to a bill filed in this
Hon Court against them and others.

Respondent says the plffs Bill
is not good and sufficient in
law and of this they pray Judge-
ment of the Court &c &c.

But if any answer or
further answer be deemed nec-
essary, Answering they say. It
is true the note mentioned in the
plffs Bill, was so executed, and
they believe it to be true that
the judgment was rendered as
stated and its execution issued
as set forth but as to the pay-
ment thereof or what sums if
any have been paid they do
not admit but call for strict
proof. They deny however that
the plffs executed the same as Co.
Security or security at all.

The facts are that the money was
borrowed by respondent Mullins
for himself and the plff, to be
and it was used in carrying
on a distillery and manufacture
of Corn Whiskey. It that bus-
iness, Respondent Mullins and the

plff H. J. Geary were equal partners, and the business was carried on for their mutual benefit, and they were full partners. - But the more easily to be enabled to give the bonds and necessary securities to the U. S. Government, it was agreed to run the business & give the Bonds in the name of Respondent Mullins alone. - But the said Geary by virtue of the partnership was to bear his equal part of its loss and have his part of its profits, this later he got & enjoyed. - And it was known to Respondent Wilder at the time that Geary was a partner -

Your respondent, therefore alleges if said debt was paid by the plff he could only recover the same from said Mullins on a settlement of the partnership of the said distillery business.

And as said Geary was a partner & paid the debt if he did so, Release your respondent Wilder and no right exist to recover from him the debt due from the partnership of which the plff was a member.

It is not true that Respondent

Mullins has no property in this County, he has property in every day he resides in it, and a debt in worth double the debt - and no more even than that. - They deny the sheriff ever sought to make the same levy of the same, but if the said Mullins is found liable on a settlement of the partnership account, he has ample property in this County to pay it. -

And Respondent Wilder is advised that even if it is the debt of Mullins alone, and he has it to pay, the plaintiff having come into a court of equity is bound to make the same out of the principal's property before he can come upon respondent. If that source fails and there was no partnership then he admits his liability as stated in the Bill.

Respondents deny the allegations of said Bill each & every one, not herein admitted or specifically admitted or denied. And having now answered they pray to be dismissed with their costs.

A. A. Prioleau
for Defendants

Jeremiah Middleton
vs S. Wilder

Ads } Answers.

~~H. L. Yeary~~

Filed in open court
and by leave thereof
this ^{10th} 10th 1894
A B Munsey
Clerk

To the Hon. W. J. Miller Judge of
the Circuit Court of Lee County Va

The separate answer of
Jeremiah Mullins, to an amended
bill filed against him and
others by H. J. Geary.

Respondent
answering says the plffs
Judgement is correct, and unpaid
and the lands belonging to him
are properly set out in the plffs
bill - And he admits he is the
principal, and should pay it.

But he denies that his lands
situated in this County will
not in five years pay the
same - But upon the contrary if
a fair rent is paid it will
in much less time pay the plffs
demand - He avers that it will
in that time pay it - and he
submits it is his legal right to
insist on a renting or at least
an enquiry & report thereof.

And having fully answered
he prays to be dismissed with
his Costs.

Prilemore Sewell.

Jeremiah Mullins

ack. } Answer

H. J. Geary ~

Filed Nov 10th 1896

AB Munsey Clerk

H. J. Yeary, Plaintiff.

Against (In Chancery.

Jeremiah Mullins, et als., Defendants.

-----This cause came on again to be heard upon the papers formerly read therein, and the report of George W. Blankenship, Special Commissioner, filed in the cause February 15th 1897, and was argued by counsel: On consideration thereof, and the said report having been filed the time required by law and being unaccepted to, it is adjudged, ordered and decreed that the said report and the renting ~~therein~~ therein reported be and the same are hereby confirmed. And it appearing from said report that Jeremiah Mullins, the renter of the land in said report mentioned has paid to those entitled the costs of suit and expense of renting except the sum of \$3.21, it is further adjudged ordered and decreed that said Commissioner recover against said Mullins the said sum of \$3.21 with interest thereon from this, the 3rd day of March ~~next~~ 1897, until paid, for which an execution may issue; and that said Commissioner go on and collect the notes of said Mullins for said renting as they become due and pay the same to the Plaintiff when collected and report his action to some future term of the Court. And this cause is continued.

A. J. Geary.
v53 Decree Confirming
Renting
Jeremiah Mullins et al

Eu. C. O. B. p. 526.

Enter this decree
W. J. M.
March 4 1897.

H. J. Yeary, Plaintiff.

-----Against----- (In Chancery)
Shadric Wilder & Thomas J. Ely.
Jeremiah Mullins, ~~et als.~~, Defendants.

This cause came on again this day to be heard upon the papers formerly read in the cause, and the Amended Bill of the Plaintiff, and ~~ex~~ exhibits therewith, the process duly executed on the defendants, and *the answer of the defendant Jeremiah Mullins & replication thereto, and* was argued by counsel. And the ~~defendants~~ *defendant* failing to appear, plead or answer the Amended bill is taken for confessed against them. On consideration thereof it is adjudged, ordered and decreed that unless ~~the~~ the sums heretofore decreed against the defendants at the November term 1895, including the costs of the said amended bill, are paid within thirty days from the adjournment of this Court, then George W. Blankenship, who is appointed a Commissioner for the purpose, will proceed to ~~sell~~ *rent* at the front door of the Court House of this county, on some court day, to the highest bidder on a credit ~~of one and two years time~~ *for the shortest time the same will rent for a sum sufficient to pay the amount of the decree against the defendant Mullins* ~~so much of the land of the defendant Jeremiah Mullins, in said amended bill mentioned, as will be necessary to pay the amount heretofore recovered against him, together with the costs of this suit, including said amended bill, and the expense of sale, except so much as may be necessary to pay the said costs and expense of sale he will require to be paid in hand, and for the residue bonds with good security will be required of the purchaser bearing interest from date, but should the said real estate of the said Mullins~~ ~~fail to~~ *and payable annually* ~~sell~~ *rent* for a sum sufficient to pay the amount of said recovery, costs and expense of sale, then the said Commissioner shall proceed to ~~sell~~ *rent*, in the manner and at the place and upon the terms aforeaid, a sufficiency of the real estate of the defendants, Shadric Wilder and Thomas J. Ely in said amended bill mentioned, to pay their due proportion, being one third each of

the remainder of the principal and interest heretofore recovered a-
gainst said Mullins, ^{+ not realized from the ~~sale~~ of said real estate} together with the costs of this suit and expense
of sale. Said Commissioner before ^{renting} ~~selling~~ will advertise the time,
terms and place of ^{renting} ~~sale~~ for at least thirty days by written advertise-
ments posted at the front ~~ex~~ door of the Court House of this County and
in the vicinity of said lands, and will execute bond before the Clerk
of this Court in the sum of \$500.00 conditioned according to law, and
he will report his action hereunder to the next term of this Court ~~and~~
and the cause is continued.

H. J. Yeary

vs Decree

Freemiah Mulkens et al.

Entered in Chancery or-
der Book 4 Page 486-7

A B Munsey ck

Enter this decree.

M J M

Nov 10 1896.

W. J. Yeary.

against

Jeremiah Mullins & others. Defts.

Plff.

In Chancery.

This Cause came on again to be heard upon the papers formerly read in the Cause, and was argued by Counsel. And on motion of the plaintiff leave is given him to file an amended bill, and the same was accordingly filed, and the Cause is remanded to rules to be matured on said amended bill.

H. J. Yeary.

vs { Decree

Jeremiah Mullins ^{et} _{als.}

O. B. P. 402

Enter this decree.

M. J. M.

June 2 1896.

H. J. Yeary, Plaintiff.

Against--(--In-----Chancery.

Jeremiah Mullins, et al., Defendants.

This cause came ^{again} on to be heard upon the papers formerly read in the cause and the depositions of witnesses and was argued by counsel: On consideration thereof it is adjudged, ordered and decreed that the Plaintiff, H. J. Yeary, recover against the Defendant, Jeremiah Mullins, \$229.32, with legal ^{interest} thereon from the ~~4th~~ day of June 1894, until paid and the costs of this suit, for which execution may issue; and that the said Plaintiff recover against his co-sureties, Shadric Wilder and Thomas J. Ely, in the note executed to Paris Albert, each the sum of ~~76.44~~ with interest from the ~~4th~~ day of June 1894, until paid, being their due portion of the amount paid by the Plaintiff in discharge of the said Albert debt, and on which execution may issue, but not until it is ascertained by the return of the Sheriff on the execution herein first provided for that the same can not be made and collected from the said Jeremiah Mullins. And the Plaintiff also recovers from his co-sureties the costs of this suit, and for which execution may issue in his favor whenever it is ascertained by a proper return of the Sheriff that the same can not be collected from the said Jeremiah Mullins. And this cause is ^{continued} ~~stricken~~ from the docket.

H. J. Yeary,

RS. 7 Deere - ~~first~~.

Jeremiah Mullins, et al.

Q. B. P. 284

Enter this Deere

H. J. M.

Nov. , 1898.

H.J.Yeary

vs. In Chancery.

Shade Wilder et al.

This cause came on again this day to be heard upon the papers formerly read in the cause, the depositions of witnesses and exceptions to those of the palintiff, and was argued by counsel.

On consideration whereof it is ordered, adjudged and decree that that the said exceptions be and are hereby sustained and the depositions suppress^{ch}, and leave¹ is hereby granted the plaintiff to retake . And the cause is continued.

H. F. Yeary
vs. } Deane,
Shode Wilder et al

Entered in
Chy Order B Page 221
Enter Two.

M. L. M.
June 12, 1895-

H. J. Yeary - Plff
 against
Jeremiah Mullins et al. } Dechy

This
Cause came on this
day to be again heard
upon the papers formerly
read and the ex-
ceptions to the plff and
defendant depositions
and was argued by Coun-
sel. On consideration of
which and for reasons
appearing to the Court the
exceptions to the defend-
ant depositions are
overruled and then ex-
ceptions to the plff
deposition, not being
proven & involving a
question of fact, they
are passed & leave given
the defendant to file
affidavit sustaining the
same, and the plff has leave
to file Counter affidavit if
so advised - And the Cause is
continued.

H. J. Geary

23 Decr

Jeremiah Mullins
March 7. 1895

O.B.
Page 182

Enter this
March 14 '95
W. J. M.

The depositions of J. P. Albert, J. W. Dovonult, Peter P. Porter, A. Hart James & W. B. Merrimon taken before the undersigned Justice of the Peace for Lee County Va. at the law office of Mr. Blankenship & Ewing in the town of Janesville, Lee County Virginia, pursuant to notice herewith filed, which depositions are intended to be read as evidence in behalf of W. J. Geary plaintiff in a certain suit in chancery now pending in the Circuit Court of Lee County Va. in which ^{Jeremiah Mullens &} Shadrick Wilder & others are defendants.

The said J. P. Albert a witness of lawful age and being first duly sworn deposes & says.

Ques

What is your age, residence & occupation?

Ans

I am 44 years of age. I reside at Van P.O. Lee Co Va. My occupation is a Farmer. I live in the neighbourhood of the plaintiff and it is the same neighbourhood in which the late Mullens formerly resided.

Ques

Did you on or about the 12th day of Nov 1891. loan some money to any of the parties to this suit, and if so to whom and how much?

Ans

About the 12th of Nov 1891. I did loan some money, and delivered the same to Jeremiah Mullens one of the defendants, a part of which

was money and a post was a
check. The amount was \$225.⁰⁰ I
took a note for the same. ~~with~~^{from}
Jeremiah Mullens, Shadrick Wilder,
H. J. Yeary and Thomas J. Ely
as Security.

Ques.

Was this note paid to you without suit?

Ans.

A part of it \$55.⁰⁰ was paid by
Jeremiah Mullens before suit
and I brought suit and obtained
Judgment for the balance

Ques.

Did Mr Mullins ever propose ^{to you} a settlement of
the balance of said note or Judgment, and
if so in what manner did he propose to
settle the same?

Ans.

He did propose to let ~~out~~^{me} have notes
on other parties, in settlement
of my claim against him and
the others, I think the notes that
he offered to let me have would
have been sufficient to pay off
what I held against him and
the others.

Ques.

Was Mr Mullins engaged in distilling in that
neighborhood about the time the said money
was borrowed?

Ans.

He had been distilling in that

Neighbourhood. at least There
was distilling going on, and it
was understood to belong to
Jeremiah Mullens. the distilling
was situated on his land.

Witness claim And further This deponent with out.
1 day 50 cts.

J. P. Albert

The said J. W. Danault a witness of lawful age and being first duly sworn deposes & says.
Ques. What is your age, residence & occupation?

Ans.

I am 55 years of age. I reside at Van P. O. Lee Co Va. and I am a farmer.

Ques.

Were you at any time employed or stayed at & done business at Jeremiah Mullins distillery, and if so when was it?

Ans.

I was. I sold liquor there I think about six years ago.

Ques.

Was A. J. Geary a partner or interested in said distillery at the time you was there?

Ans.

If he was, I never knew it. he never employed me.

And further this deponent saith not.

Witness claims

1 day 50 cts.

J. W. Danault

The said P. B. Parkey a witness of lawful age and being first duly sworn deposes and says:

Ques.

What is your age & where do you reside, & your occupation?

Ans.

I am 34 years of age. I live on Wallens Creek about 4 miles from Jonesville, and am a farmer.

Ques.

Did you at any time witness a settlement between the plaintiff, A. J. Geary & the defendant

Jeremiah Mullins and if so when was it.
and state all about it?

Ans

In The year 1891. I think it
was. I happened to meet up with
H. J. Geary and Jeremiah Mullins
they called upon me to witness
some receipts that they were
passing - from one to the other
purporting to be a settlement between
them. They each gave to the other
a receipt. and I understood it to
be a settlement in full between
them up to that date. Mr Mullins
expressed himself as gratified
that the settlement had been
made, and they had been friends
a long while, and had dealings
so long and were still good
friends. I cannot remember the
month. but it seems to me
that it was warm weather.

Ques

How far did you live from where Mr Mullins
defendant, operated his distillery about the
year 1891.

Ans.

I lived about $3\frac{1}{2}$ miles from his
distillery.

And further this deponent saith not.

Peter P. Perry

4

The further taking of depositions
in this Case is adjourned until
tomorrow at the same place.
This Feby 27th 1895.

H. C. Joslyn J. P.

Feb 28th 1895; Met pursuant to adjournment
at the same place.

Shant James another witness of lawful age and
being first duly sworn deposes & says.

Ques
Ans.

What is your age, occupation and residence?

I am 44 years of age. My P. O.
address is Van. Lee County Va.

I am a Carpenter by Trade

Ques

How near do you reside to ^{where} the Jeremiah Mullins
distillery, was situated, and how long have you resided
there?

Ans

I live about one mile from
the distillery, and have lived
there before during the time and
since the distillery was running.

Ques

Whose land was the distillery on, and whose distillery
was it, if you know?

Ans.

It was on Jeremiah Mullens' land,
it was his distillery. and operated
by him.

Ques

When was the distilling at the distillery suspended?

Ans.

I don't remember exactly but

Think it was four or five years ago.

Ques

Were you at the time of ^{the} suspension of said distillery or a short time before, in the employment of H. J. Geary the plaintiff, and if so for what purpose?

Ans.

I was in his employ. I was tending his grist mill. That was just before ~~his suspension~~ The suspension of Mullins's distillery.

Ques

Did you while thus employed grind any grain for the said distillery and if so, what directions were given you in regard to it and by whom?

Ans.

while I was tending the mill, Mr Geary went away one day, and left orders with me to grind a certain amount of meal and keep a correct account of it, as he was selling it to Jeremiah Mullins, and I done as I was directed. This was a short time before the distillery was suspended.

Ques

Did you at any time have any information from Mr Mullins or Mr Geary that Mr Geary was a partner or had any interest in the distillery?

Ans.

I never had any intimation that H. J. Geary was a partner in the

(9)

distillery, but on the contrary I heard Mr Mullens say that H. J. Geary, was no partner of his and if he got any whiskey he had it to pay for. and this occurred while the distillery was in operation.

And further this deponent with not.
witness claims 1 day a short James
50 cents.

The further taking of depositions in this case are hereby adjourned to tomorrow at the same place.
This Feby 28th 1895.

H. C. Joslyn J. P.

The taking of depositions in this case resumed pursuant to adjournment. Nov 1st 1896:

W. B. Merriman another witness of lawful age being duly sworn deposes as follows.

Ques
Ans.

What is your age, occupation & residence?

I am 34 years of age. I am a farmer, my P.O. is Longfield Lee Co. Va.

Ques

Were you at any time a storekeeper & gauger under appointment of the Government and if so where was and where did you do business

I was from Aug 1st 1886, to May 1st 1888. Storekeeper and Sawyer at Jeremiah Mullens's distillery.

Ques
Ans.

Where was Mr Mullins distillery situated on his land near van P. O. Lee Co Va

Ques

When did he suspend business at said distillery?

He suspended about the last day of June 1888.

Ques

In whose name was the license from the Government, that was posted at Mr Mullins distillery, and in whose name were the reports made?

Ans.

The licence. Books, and accounts were all made in the name of Jeremiah Mullens

Ques

Saw and by whom were the hands paid who worked at the distillery?

Ans

They were largely paid, by Jeremiah Mullens, both by verbal and written orders, from Jeremiah Mullens, to my store. I at

Ques

one time sold Mr Mullens a lot of Corn. I think about two hundred bushels. That was used at the distillery.

And further this deponent with
mat. W. B. Merriman

The further taking of depositions
in this case are hereby adjourned
until tomorrow at the same
place. This March 1st 1895.

H. C. Joslyn J. P.

The taking of depositions in this
case resumed pursuant to ad-
journment on this March 2^d 1895,
and no person attending before me
to testify the taking of depositions
in this case are hereby closed.
This March 2^d 1895.

H. C. Joslyn J. P.

Virginia Lee County To-wit:
I, Henry C. Joslyn a Justice of the
Peace for the said County, do hereby
Certify that the foregoing depositions
of J. P. Albert, J. W. Dovault, Peter
P. Parkey, Ahart James, and W. B.
Merriman, were duly taken. Sworn
to and Subscribed before me, at the
times and place mentioned in the
Caption of the same.

Given under my hand, this the
2nd day of March 1895.

Henry C. Joslyn J. P.

* The depositions of Albert James is accepted to because the opening order is not signed by the Justice taking the case even if we had with

H. J. Yeary

vs. J. B. Chancery

Jeremiah Abblers
Shadrack Wilder &

others

The depositions

of J. B. Albert, J. W. Damsalt, Peter R. Parker
Shadrack James &
W. B. Cherriman

Received from H. C. Polyn
the Justice before whom
taken and filed March
the 5th 1895.

A. B. Munsey
Clerk

Supposed to be taken
at the Court House

J. P. Fee \$3.00
Witness Fee \$2.00

1895-

March 11 The within depositions so far as they concern Jeremiah Mullins the leading defendant, are accepted to, because there is no notice as to him.

And the same are accepted to as to Wilder, because the rate is not reasonable, Wilder was away from taking depositions in this case, and it was known to plff on what business he was away & that he could not return in time to attend. There is no notice as to any of the other. Prudence & the will

The depositions of J. W. Dovault, Peter Parkey, Short James, & H. J. Yeary J.P. ^{deposed} ~~deposed~~ ^{W. B. Merriman & Geo W. Blankenship} taken, pursuant to notice, at the law office of Orr, Blankenship & Ewing in the town of Janesville Va. on the 7th day of October 1895, to be read as evidence in behalf of plaintiff in a certain suit in chancery pending in the Circuit Court of Lee County Va. in which H. J. Yeary is plaintiff and Shade Wilder & others are defendants.

Present - Orr, Blankenship & Ewing Counsel for Plff. and A. L. Bridemore Counsel for Defts.

The said J. W. Dovault a witness of lawful age and being first duly sworn deposes & says.

Ques 1. What is your age residence & occupation?

Ans. I am 57 years of age. I reside near Van. P.O. Lee Co Va am a Farmer by occupation.

Ques 2. Were you at any time engaged, or done business at Jeremiah Mullins' distillery in this County, and if so when was it, and for what length of time?

Answer. I was engaged at Jeremiah Mullins' distillery in Lee County. It was about seven years ago or longer. I helped to run the distillery and sell the liquor made. I engaged to sell 500 gallons. I commenced in August and closed out early in Nov.

after I sold out the liquor
spoken of. I run the distillery
two months. while I was selling
the liquor I did not help run
the distillery.

Ques 3. Was H. J. Yeary a partner, or interested, in said
distillery at the time you was there?

Ans. I don't know. but people said he was.

Ques 4. Did he have anything to do with employing
you?

Ans. No he never did.

was examined -

Quest 1 During the time you was employed
there - did H. J. Yeary come often to
the place of business and manifest
an interest in the conduct of the
business?

Ans. He came there frequently. he seemed
to be familiar about the place. but
he never took any control of the
business.

Quest 2 Did not Mr Yeary live and have
a mill near the distillery, and did
he not furnish meal to carry on?

Ans He had a mill in less than a mile, and there was
a quantity of meal ground at his mill for the
distillery but I don't know whose it was.

Quest 3. Did you at any time then or

before, you commenced to run the still hear Mr Yeary say anything as to his having an interest or otherwise in the business - or heard him so say to Mullins or others?

Ans. If I ever heard anything of the kind from him I don't remember it.

Quest 4 When Yeary would be at the distillery, did he not purchase or use spirit at any or all times as freely as Mullins himself?

Ans. I never saw him do so more than any other neighbor.

Quest 5 Was there not hogs fed & fattened on the slop of the still, and do you not know the fact that Yeary had and claimed an interest in the hogs?

Ans. There was a lot of hogs kept there and fed, and finally put in the corn and fattened. but if I ever heard Yeary say anything about it I don't remember it.

Quest 6. Did, Yeary look after attend to or take any interest in the hogs. whose corn did they feed upon, after they left the distillery?

Ans. I don't know, I cannot answer this.

Quest 7 During the time you sold whiskey did Mr Yeary purchase any of your gun. If you answer yes, state

whether or not he paid for it or had it charged to him?

Ans. He did purchase whiskey and sometimes he paid ^{down} for it, and sometimes he did not, he settled for what he got from me.

Quest 8 Do you know whether your Mullins were partners or not?

Ans. I don't know whether they were partners or not.

Quest 9. Did you ever sell any whiskey for Mullins or Mullins or Geary or whose whiskey did you sell or speak of by you?

Ans. I only sold the 500 Gallons, and that was my own.

Quest 10 Did you not rent this still at one time if you answer yes state who you rented from and paid the rent to?

Ans. I rented the still from Jeremiah Mullins, he was the foreman as I thought. I and Mr Mullins tried to settle but some trouble got up, and we have not settled yet, I turned over a note to him of about \$25.00

Quest 11 Do I understand you to state that in this renting, you never consulted or talked with Mr Geary about it?

Ans. ~~I~~ ~~Heaven~~ did.

Ques Reexamined for \$252
Was the note turned over by you to
Mr Mullins in part payment for the rent.

Ans. I Cant say whether it was on
rent, or on the Whiskey I got
from him.

And further this deponent doth not.

J. F. Darrall
P. P. Parker another witness of lawful
age being duly sworn deposes
as follows.

Ques What is your age, residence & occupation?

Ans. I am 34 years old. I reside in
Lee County Va. and am a Farmer.

Ques Did you at any time witness a settlement
between the plaintiff W. J. Geary and the de-
fendant Jeremiah Mullins, and if so when
was it, State all about it?

Ans. I was present at one time when
they made a settlement, and I
witnessed their receipts. ~~I believe~~
it was on land matters, it was
three or four years ago. They called
upon me, and I witnessed both
receipts.

And further this deponent doth not.

Witness claims
1 day 50 cts.

Peter Parker

Shart James, another witness of lawful age, being duly sworn deposes as follows:

Ques. How near do you reside to where Jeremiah Mullins' distillery was situated, and how long have you resided there?

Ans. I now live within one half mile of where it was, and I have lived in the neighbourhood all my life.

Ques. On whose land was the distillery situated and whose distillery was it, if you know?

Ans. It was said to be on Jeremiah Mullins' land, and was said to be his distillery.

Ques. When was the distilling suspended?

Ans. I don't remember exactly - but think it was five or six years ago.

Ques. Were you at the time of the suspension or before, in the employment of H. J. Geary and if so for what purpose?

Ans. I was employed by Mr Geary and tended his mill some during the time the distillery was running.

Ques. Did you while thus employed grind any grain for the said distillery, and if so, what directions were given you in regard to it,

and by whom?

The foregoing question is excepted to in so far as it seeks to get the expression of H. J. Geary? A. L. Pridemore

Ans.

I did grind grain for the distillery, and I was told by Mr Geary to be particular in weighing the meal as he had sold Mullins a lot, & when Mullins's boys come after it I weighed it out as I was directed to do. This was along towards the first of the distilling.

Ques

Did you at any time have any information from Mr Mullins or Mr Geary that Mr. Geary was a partner, or had any interest, in the distillery?

This question, and answer is excepted to in so far as Geary is concerned.
A. L. Pridemore

Ans.

I never did.

Cross examined -

Quest 1 By Deft. About how much corn did you let Mullins have, each day - Do you know whether or not he ever paid for it?

Ans.

It was $4\frac{1}{2}$ or $5\frac{1}{2}$ bushels per day. I don't remember which, and I don't know whether he paid for it or not. This occurred for several days.

Quest 2 Do you know whether or not Mullins & Geary had a lot of hogs at the still & afterwards brought in partnership some corn from Shade Wilder & fed them?

Answer. I heard of this. but don't know anything about it myself.

Quest 3 Did you ever at any time hear Mr Geary say whether or not he had an interest in the distillery or any interest therein?

Ans. I have heard him say he did not have.

Quest 4 When did you hear him say that and how did Corne to mention it?

Ans. It ^{was} since this suit was brought. if he ever said he was not a partner before this suit was brought I don't remember it.

Quest 5. You have stated, that you lived near, and was employed by Geary, state from what you saw and knew of your own knowledge whether or not Geary did not seem to take an interest in the business of the distillery?

Ans. He seemed to take an interest in keeping the grain up, but as before stated he said he sold

to him.
And further this deponent with
not.

Witness claims
1 day 50cts.

Chas. James

The further taking of deposition
in this case is hereby adjourned
until tomorrow Oct 8th 1895.
at some place.

This Oct 7th 1895. H. C. Foslyn J.P.
Met pursuant to adjournment on
this Oct 8th 1895. Present the same
attys as on yesterday.

H. J. Geary, another witness of lawful
age being duly sworn deposes as
follows.

Ques. Are you the plaintiff in this suit, and are
of the obligors in the note in the bill mentioned?

Ans. I am the plaintiff in this suit, and
one of the obligors in the note.

Ques. For whom was the money, for which the
note was executed, borrowed, and who got
the money?

Ans. The money was borrowed for Jeremiah
Mullens, and he got the money.

Ques. Who was principal in the note and who
were securities?

Ans. Mullens was the principal, and

Thomas J. Ely. Myself and Shadwick Wilder were the Secretaries.

Ques How much did you pay on this debt and when did you make such payments?

Ans. Jeremiah Mullins paid \$55.⁰⁰ which is credited on the note made ~~1st~~ 1892 and I paid the balance including the costs of the suit on the note which was about \$229.³² but I cannot remember the date of the payment.

Ques. Is there any unsettled matter between you and Jeremiah Mullins except the amount paid by you on the said debt?

Ans. There is not.

Ques Is the amount paid by you on said debt justly due you and unpaid?

Ans It is. I suppose the payments made by me, are endorsed on the execution. And further this deponent soith note.

H. J. Geary

The taking of depositions in this case is hereby adjourned until to-morrow Oct 9th at the same place. This October 8th 1895.

H. C. Foslyn J. P.

Met pursuant to adjournment on this Oct 9th 1895. Present the same attorneys as on yesterday.

J. P. Albert a witness of lawful age
being duly sworn deposes as follows,

Ques

Did you on or about the 12th day of Nov 1891,
loan some money to any of the parties to this
suit, and if so to whom and how much?

Ans.

I did ~~loan~~ let Jeremiah Mullins have
\$225.00 about Nov 12th 1891. Mullins
brought me a note signed by
himself H. J. Geary, Shadrick Wilder
& Thomas J. Ely, and I let him
have the money on that note.

Ques

Was any part of this note paid to you without
suit and by whom?

Ans.

Jeremiah Mullins paid me \$55.00 on
the note before I brought suit.
this was March 12th 1892. and I
placed the credit on the note. I
then brought suit on the note
and after Judgment was rendered
H. J. Geary paid me \$53.00 which
is credited on the execution, which
was Jan 15th 1894. Mr Geary
paid the balance of the Judgment
but I don't remember the amounts
or the dates of the payments.

Ques

Did Mr Mullins ever propose to you to settle
the balance of said note or Judgment, and
if so in what manner did he propose to settle - the same.

Ans. Mr Mullens did propose to let me have ~~a~~ some claims on J. T. Giles or ~~O. J. Spencer~~ and Shadrach Wilder on my judgment but I refused to take them. These claims amounted to one about \$100.00 and the other about \$80.00 which would have amounted to about enough to have paid the debt. The reason that I refused to take these claims was, that I considered my debt good, and did not wish to be swapping paper.
 was examined

Quest 1. Who first applied to you for this money, and what security did he offer?

Ans. To the best of my knowledge H. J. Geary mentioned it first. I don't remember what security he offered but he proposed to give security.

Quest 2. Did Mr Geary ever make any other application to you for this money, if so state as near as you can how often?

Ans. I think it was mentioned to me the third time before I agreed to let them have the money.

Quest 3. State whether or not if you know the fact whether H. J. Geary had some interest in this distillery. State all you know about it and from him or otherwise?

Ans. I dont know anything myself and never learned anything from Geary in regard to it.

Quest 4 Did not Mr Geary, manifest as much concern as Mullins to get this money, to pay Tax on the liquor made, at the distillery?

Ans. Yes I think he did.

Quest 5 How far do you live from where this distillery ~~was~~ carried on?

Ans. The way they travel, it was about a mile and a half.

Quest 6 During the time this distillery was in operation, was it not generally understood, and believed in the neighborhood that H. J. Geary was a silent partner, or in some way interested in this distillery with Jeremiah Mullins?

This is excepted to, because hearsay.

Dr. Blankenship & Ewing, 19.

Ans. I heard some such talk, but I dont know myself. Mr Geary told me at one time that he had a part in some hogs that were fed at the distillery, and they were afterwards fed on Corn that Mullins & Geary were interested

in, and They sold the hogs to the same man that I sold to, and my understanding was that They were partners in the hogs

Re-examined in chief

Ques. Have long had the Mullins distillery suspended business before this money was borrowed?

Ans. It had been suspended a year or two

Ques. Was Mr Geary on Mr Mullins bond to the Government?

Ans. This question is abject to its Bond its best evidence. A. L. Prichard

Ans. To the best of my knowledge Mr Geary told me he was on the bond, and was anxious for the money to be raised to pay to the Government.

This answer is excepted, to because the declaration, are self serving & Geary can not prove his own declaration

A. L. Prichard

Ques. The ~~note~~ money obtained from you was not used to purchase the ~~money~~ hogs you speak of, was it?

Ans. It was not. The hogs were sold
with claims before this money was obtained
1 day, 50 cts And further This deponent with note
J. P. Albert

W. B. Merriman another witness
of lawful age being duly
sworn deposes as follows.

Ques

Were you at any time a store keeper and gauger
under appointment of the Government, and if
so when and where did you do business?

Ans.

I was storekeeper and Gauger
at Jeremiah Mullins's distillery.
I took charge Sept 1st 1886,
and remained there until the
last day of April 1888.

Ques

When did he suspend business?

Ans.

He suspended ~~May~~ May 31st 1888.

Ques

In whose name was the license issued
from the Government and in whose
name were the reports made?

This is objected to the license &
reports are the best evidence, and the
evidence is immaterial?

A. L. Pridemore

Ans.

In Jeremiah Mullins's

Ques

In whose name was the distillery registered?

Ans.

In Jeremiah Mullins's name.

Ques

Have and by whom were the hands paid
that worked at the distillery?

Ans.

They were paid off by ^{Mullins} giving orders
to my store. Some were paid in
whiskey, and some were paid in

Ques.

hogs. at the distillery, by him, Were you ever present at a settlement by Mullins & Geary and if so when was it, and what occurred?

Ans.

I was not present at the settlement but Mr Mullins ^{and Mr Geary} came to me in the field and ^{Geary} handed me a receipt against a note Mullins held against me. and ~~said~~ ^{said} to me Mr Mullins said to me, Geary and me have settled all around, and are good friends, and he further said everything, This was about the 10th day of Nov 1891, it was not later than Nov 10th 1891.

Ques

Did Mr Geary carry any key to the sales room or distillery while you stayed there?

Ans

He did not.
Cross Examined.

Ques 1

Do I understand you to say that H. J. Geary did not carry a key to the distillery, or that you did not know of his carrying a key?

Ans

I know that he did not carry a key to the distillery.

Ques 2

Did Mullins and Geary say anything about settling the distillery matter?

Ans. They only said they had settled all round. There was nothing said about the distillery matter.

Quest 3 Did you not at that time understand that its settlement referred to was in relation to a land matter only & nothing else?

Ans. No Sir I did not. The land matter was between myself and Mullins, although Geary had made him a payment for me with my stock.

Quest 4 Then what was the settlement made by them about?

Ans. That I don't know, but I do know that Geary had been letting Mullins ^{have} corn and flour and perhaps bacon from his mill.

Quest 5 Did they say whether or not they had settled this matter, about the borrowed money?

Ans. This was a short time before this money was borrowed.

Quest 6 When the distillery started, did Mullins have to give bond with security?

Ans. He did.

Quest 7 Who was on that bond as security?

Ans. H. J. Geary and Shadrick Wilder.
Quest 7 If it had been known, if such
was the fact, that H. J. Geary had
an interest in the distillery would
he have been under the regulations
accepted by the Government as to
security in the Bond?

Ans. I don't know about that.
Quest 8 What relation are you to H. J. Geary?

Ans. I am his Nephew by marriage.
And further this deponent doth not.
W. F. Merriam

G. W. Blankenship another witness of lawful age
and being duly sworn deposes and says.

Dees. State anything you may know of any efforts,
or propositions, by Jeremiah Mullins to settle
the debt in controversy with J. P. Albert or with
you as Mr Albert's attorney; and who paid
said debt anything you may know about it?

Ans. Jeremiah Mullins talked to me
about it several times while I
had it for collection, and promised
to pay it. at one time he delivered
an order to me for an amount
of money on E. W. Pennington
Commissioner, the amount
was one \$100.00 to the best of
my recollection. I told him

I would take the order and present it to Pennington and if it was paid I would apply it to the debt. For some reason Pennington failed to pay it, on March 19th 1894, H. J. Geary paid to me, as atty for J. P. Albert \$50.⁰⁰ at another date after this I do not now remember the date. Mr Geary paid J. P. Albert the balance on this debt, and settled all costs with the officers of the Court. I find upon calculation that the balance due at the time of the payment of the above \$50.⁰⁰ with interest up to the final settlement, was \$126.³² making a total of \$229.³² Thus paid by H. J. Geary. This includes the \$53.⁰⁰ payment made Jan 15th 1894, by H. J. Geary direct to J. P. Albert, and credited on the execution. Mr Mullins always seemed willing to pay the debt, and never in my presence claimed that any one else ought to pay it, or that it was any body elses-debt. until this date

(21)

was brought. on about that time.
And further this deponent with not.
George W. Blankenship.

Virginia Lee County to-wit:
I, Henry C. Joslyn a Justice of the Peace
for the said County, do hereby Certify that
the foregoing depositions of J. W. Doovout
P. P. Porter, Short James, H. J. Geary
J. P. Albert, W. B. Merriman, and George
W. Blankenship, were duly taken, sworn
to and subscribed before me, at the
time and place mentioned in the
caption of the same.
Given under my hand, this 9th
day of October 1895.
H. C. Joslyn J. P.

H. J. Yeary
V.S. 3rd Chancery
Shade Wilder et al

Depositions of
J. W. Donovan
P. P. Parker .50cts
A. Hart James .50
H. J. Yeary
J. P. Albert .50
W. B. Merriam &
Lred W. Bloukenship

Received from H. C.
Joslyn the Justice of
the Peace before whom
taken and filed Oct
11th 1895-
A. B. Mearnsy Clk

J. P. Lee \$3.50
Witnesses \$1.50

Hiram J. Geary

vs.

Jeremiah Williams et al

Deposition of Brooman Collins
 Hilary Collins and Harrison Gibson
 Taken upon notice before me J. Paul in State a
 Notary Public of Lee co. Va. ^{wherein the filed}
 at the dwelling house of Jerry Williams
 in Lee co. Va. on the 25th day of
 February 1896. in the above styled
 Suit To be read as evidence in the
 above styled. in favor of the Deft.

Brooman Collins a witness of lawful
 age after being duly sworn Deposes & says
 and says. Hiram J. Geary was a
 full partner of Jeremiah Williams
 distillery, carried on in the county of
 Lee and State of Va. in the years of
 — 1886 and on. I can't recollect the years.
 but however, they were partners and full
 partners, all the time the Deft. did any
 distilling in this State. I know of him
 doing every thing about the distillery that
 men could do that was interested.
 and further more this I depose & say
 not.

Brooman Collins
 Hilary Collins
 Mark

Hilary Collins an other witness of lawful
 age after being duly sworn Deposes & says
 all I know of the Partnership of the Plaintiff
 and Defendant, is this. I worked for them while
 they ran the distillery and they both had
 keys and both paid me for my labor.

over

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf from an old book. The page is ruled with horizontal lines and features vertical red margin lines. There are several horizontal fold lines visible across the page. The paper has a slightly textured appearance with some minor discoloration and a small dark mark near the center. The left edge of the page is slightly irregular, suggesting it was part of a bound volume.

I know they sold Lignors and the Plaintiff got the proceeds of the sale, and further more this deponent saith not.
 Willing - Collins.

Harrison Gibson an other witness of lawfull age after being duly sworn deposes and saith. I know that the Defendant and the Plaintiff was partners in the distilling of Lignors in Lee Co. Va. from about the year 1886 and as long as they ran. The Plaintiff paid me for my labor. and knew of him having the proceeds of the distilling. and further more this deponent saith not.

his
 Harrison Gibson
 not

John B. Gibson an other witness of lawfull age after being duly sworn deposes and saith. I know, and no mistake that they were partners and in fact Hiram Geary was more interested than Jerry Mullins, and I know that Hiram Geary the Plaintiff got the proceeds of the sales of the Lignors.

his
 John B. Gibson
 not

The further taking of these depositions are postponed until the 26th day of Feb. 1895 at same place. at 12 o'clock in the A.M.

John M. Tate & P.

3

The Depositions of Shade Wilder and Jerry Mullins is further taken and when met pursuant to adjournment.

I swore & said I was one of the bondsmen of Hiram J. Jerry and J. Mullins in Lee county Va. I furnished a field of corn to feed partnership hogs in the distillery that was now corner on in Lee co. Va. The Plaintiff did as much as the defendant in running the distillery. Had help pay for the corn as well as Jerry Mullins. and further more the defendant saith not.

Shade Wilder

Jerry Mullins an other witness of lawful age after being duly sworn deposes and says. That Hiram J. Jerry the Plff. was a full partner in running the distillery that we ran in Lee county Va from about the years 1886 and on up until they quit and further more this defendant saith not
Jerry & Mullins
Mar¹⁴

State of Va. I John M. Tate a Notary Public Lee co. I of said said county do certify that the Depositions of Branson Collins Hilory Collins Harrison Gibson John B. Gibson Shade Wilder and Jerry Mullins was duly taken and subscribed before me in my county as stated in the caption and at the time and place mentioned Given under my official signature Feb. the 26th 1895- John M. Tate N. P.

At & Henry
Depositions

Filed Mar 4th 1895.
W B Mumma
Clerk

overrule

The ~~with~~ ^{service of} depositions are excepted to because the returning of the notice is not sufficient. ^{does not swear that he served} a copy "as was represented to him"; and because the certificate of the ^{notary} ~~justice~~ does not show that the witnesses were summoned to their depositions; and the two last, Wilder's & Mullins, are excepted to because taken at an unlawful hour, to wit: "At 12 o'clock in the A.M." if this is an hour at all. But because the notice does not fix any hour at which, or between which, the depositions would be taken.

Or, Blankenship Esq.

Hiram J. Geary

AGAINST

Jeramiah Mullins et al
To Hiram J. Geary

Take notice that on the 25th day
of February, 1895, at the dwelling house of Jeramiah Mullins, in Lee
County, State of Virginia, I will proceed to take the deposition of Shadrach
Wilder & others
to be read as evidence on behalf of said Jeramiah Mullins & Shadrach Wilder
in a certain suit in Chancery now pending in the Circuit Court of Lee
County, State of Virginia, wherein you are
Plaintiff and I and others are Defendants. And if from any
cause the taking of said deposition be not begun on that day, or being begun not completed, the same will be
continued from day to day or from time to time, and, if desired, from place to place, until the same are complete. You
may attend and cross-examine if you wish.

Feb. 18th, 1895.

Very Respectfully,

By Orlanmore Sewell
Atty.

Jeramiah Mullins

Virginia Lee County to wit

This 25th day of Feb. 1895 personally appeared before
me the undersigned and made oath that on the
23rd day of Feb. 1895 he delivered to William J.
Geary a true copy of the ^{as now referred to} ~~written~~ notice given
under my hand this 25th day of Feb. 1895

Sworn to before me. 25th of Feb. 1895 John M. Tate N.P.
Wm. Gibson

Josiah Mullins

ack. J. Mullins.

William J. Geary

X
Virginia, Lee County to wit:

This day Jeremiah Mullins & Shadrick Wilder personally appeared before me the undersigned & made oath that on 28th day of February 1895 & the following day, the 26th, they were each away from their respective homes engaged in taking the depositions filed in this cause and did not reach their respective homes until the evening of the 27th of the same month, that they had no notice or knowledge until that evening too late in the day to reach Jonesville Virginia, distanced from their homes 12 or 7 miles respectively, that if they had had reasonable notice they would have attended at the taking of the Plaintiff deposition on the 27th above referred to, that are several inquiries

which they are advised is
material to be put to
said witnesses and especially
to one P. P. Parker, & that
upon a retaking of said
deposition they shall be
allowed to examine said
witnesses. Given under
my hand, this 10th day
of June 1895.

A. B. Munsey Clerk

Geramiah Mullin

Acts } Affidav

H. J. Yeary

Filed in open court
and by leave thereof
June the 10th 1888
A. B. Munro

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattles of

*Jeremiah Mullens,
Shadric Wilder, H. J. Yeary & J. J. Ely.*

in your bailiwick, you cause to be made

*Two hundred and twenty-five
(\$225.00)*

with interest at the rate of six per centum per annum from the *1st* day of *Jan.* 189*2*
until paid, which

Parris Albert

late in our Circuit Court of the County of Lee, ha *2* recovered against the said *Mullens, et als*
, as well for a debt as interest thereon; also *Nine*

dollars and *Seventy-six* cents, which to the said

Albert in the same court were adjudged for *his* costs
by *him* about *his* suit in that behalf expended, whereof the said *Mullens, et als*
convict as appears to us of record. And how you shall execute this writ make known at the rules to be
holden in the clerk's office of our said Circuit court, on the *first* Monday in *February*
next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *6th* day of

Decr 189*3*, and in the *118* year of the Commonwealth.

A. B. Munsey, Clerk

C. 5.01
S. 2.00
A. 2.50
Co. C. 25
\$9.76

Credit March 1st - 1892
" Jan 15th 1894

\$53.00
53.00

E. B. No. 4 p. 78

Parris Albert

vs. { FI. FA.
IN DEBT.

Jeremiah Mullen
et al

J & B p. q.

Came to hand Dec 26 1893

1893, at 5 o'clock P. M.

C. E. Flanagan, S. J. & C.

To 1st Feb 1894 Rules,
Circuit Court.

Jud. Nov 18 1893

O. B. No. 4 p. 320

Executed Jan the 15. 1894 by leasing an one
yellow horse two years old one iron gray horse
one year old one saddle mare three years old one bay mare
three years old one goat of oxen six years old leased on
by me as the property of W. J. Feary & Shadwick -
Wilder to satisfy the within execution in favor of
Parris. Albert. W. P. Harrington, S. J. for
C. E. Flanagan, S. J. & C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of

Jeremiah Mullen's

in your bailiwick, you cause to be made

\$229 32 Two hundred and twenty nine dollars & thirty two cents

with interest at the rate of six per centum per annum from the

4th day of June 1894

until paid, which

A. J. Geary

late in our Circuit Court of the County of Lee, has recovered against the said

Jeremiah Mullen's

, as well for a debt as interest thereon; also

\$35 20

Thirty five dollars and *Twenty* cents, which to the said

A. J. Geary in the same court were adjudged for *his* costs

by *him* about *his* suit in that behalf expended, whereof the said

Mullen's is convict as appears to us of record. And how you shall execute this

writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the 1st Monday in *February* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *22nd* day of *November* 189*5*, and in the 12*0* year of the Commonwealth.

A Copy Teste

A. B. Munsey Clerk

A. B. Munsey Clerk.

Copy C 25^{cto})

E. B. No 5^{Chy} 82

H. J. Geary

FI. FA.

vs.

IN DEBT

Jeremiah Mullens

W B + Ewing p q

Came to hand Dec 9th

1895, at 9 o'clock A M

W P Weston S L C

To 1st February Rules 1896

Circuit Court.

Term
Jud Nov 1895 -

O. B. No. 5- p 284

E

Not executed on property found Jan 28th 1896
Erwin Blechard Dep
for W P Weston S L C

The Commonwealth of Virginia,

C 1.94
Co C 25-
\$2.19

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of *Shadric Wilder*

in your bailiwick, you cause to be made *\$76 ⁴⁴/₁₀₀ Seventy Six dollars*

with interest at the rate of six per centum per annum from the *4th* day of *June* 189*4*
until paid, which *H. J. Geary*

late in our Circuit Court of the County of Lee, has recovered against the said *Shadric Wilder*.
, as well for a debt as interest thereon; also *\$2.19*

Two dollars and *Nineteen* cents, which to the said
H. J. Geary in the same court were adjudged for *his* costs
by *him* about *his* suit in that behalf expended, whereof the said *Shadric*
Wilder convict as appears to us of record. And how you shall execute this

writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the 1st Monday
in *May* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *17th* day of
March 189*6*, and in the 12th year of the Commonwealth.

A B Munsey Clerk.
A Copy Leste A B Munsey Clk

Copy C 28cto

E. B. No 4 p 86

A. J. Geary

FI. FA.

vs.

IN DEBT.

Shadric Wilder

Err + B p q

Came to hand March 18th
1896, at 5 o'clock P M

To 2nd May Rules

Circuit Court.

Decree ^{it} Jul 13 1896

O. B. No. 4 p 284

A

Not executed no property found this
April 20th 1896.
Coram Alexander
Deputy for Mr. Weston

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of

Thomas J Ely

in your bailiwick, you cause to be made

\$76 ⁴⁴/₁₀₀ Seventy Six dollars
+ forty four Cents,

with interest at the rate of six per centum per annum from the 4th day of June 1894

until paid, which

H. J. Geary

late in our Circuit Court of the County of Lee, has recovered against the said

T. J. Ely

, as well for a debt as interest thereon; also

\$12.19

Two dollars and nineteen cents, which to the said

H. J. Geary

in the same court were adjudged for his costs

by

Thom

about his

suit in that behalf expended, whereof the said

Thomas J

Ely

is

convict as appears to us of record. And how you shall execute this

writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the 1st Monday

in

May

next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the

17th

day of

March 1896, and in the 12th year of the Commonwealth.

A B Munsey Clerk.

A Copy Teste

A B Munsey Clerk

Not executed no property found this April 20th
1896.
Cowan Bledsoe
Deputy for W.P. Weston S.C.

Copy (C 28 cts)

E. B. No 4 p 86

A. J. Yeary

FL. FA.

vs.

IN DEBT.

L. J. Ely

Orr + B

p q

Came to hand March 18th

1896, at 5 o'clock P. M

W.P. Weston S.C.

To 2nd May Rules

Circuit Court.

Decree June 13th 189

O. B. No. 4 p 284

G.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of

Shadric Wilder,

in your bailiwick, you cause to be made

\$36.89 Thirty Six dollars and eighty nine Cents Costs

~~with interest at the rate of six per centum per annum from the~~ day of ~~189~~

~~until paid~~ which

H. J. Geary

late in our Circuit Court of the County of Lee, has recovered against the said

Shadric Wilder

~~, as well for a debt as interest thereon; also~~

Thomas J. Ely & as Costs

Thirty Six dollars and *Eighty nine* cents, which to the said

H. J. Geary

in the same court were adjudged for *his* costs

by *him* about *his* suit in that behalf expended, whereof the said

Thomas J. Ely &

Shadric Wilder

convict as appears to us of record. And how you shall execute this

writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the ~~1st~~ *3rd* Monday

in *May* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *17th* day of

March

1896, and in the 12th year of the Commonwealth.

A Copy Teste

A. B. Munsey Clerk.

A. B. Munsey Clerk.

C 9.89
Jpr 1.50
J.P. 6.50
Evits 3.00
atty 18.00
\$ 1.00
\$36.89

Copy C 25^{cto}

E. B. No 4 p 88

A. J. Yeary

FL. FA.

vs.

IN DEBT

T. J. Ely et al

Orr + B p q

Came to hand March 18th

1896, at 5 o'clock P M

Wm P Weston S L C

To 2nd May Rules

Circuit Court.

Decree June 13 189th

O. B. No. 4 p 284

21

Not executed on property found this April 20th 1896
Caran Clerk Deputy
for Wm P Weston S L C

John M. Morgan,
ATTORNEY-AT-LAW.

Jonesville, Va., Nov 12th 1891
\$225-00 By The 1st day of January 1892 we
or either of us bind ourselves here & to pay
Parris Albert the Sum of Two hundred
and Twenty five Dollars for value Received
and hereby waive the benefit of our homo-
stead as to this debt, witness our hands &
Seal, the day and year above written and
this note is to bear Interest from date -

Witness

J. M. Morgan

Jeremiah ^{his} Mullins ~~Seal~~
Shallie ^{husband} ~~Seal~~

Hiram J. Young ~~Seal~~

Thomas J. Ely, security ~~Seal~~

Or by \$55-00 March 15th 1892

Jeremiah Millington
Lo. 20th 225-00
Paris Alberta

Circuit Court of the County of Lee, to wit:
1st Sept Rules, 1893.

Dorris Albent, Pl. ff

complain^s of Jeremiah Mullins, Shadrice Wilder,
Hiram J. Yeory & Thomas J. Ely (seemingly)
Deft, who have been summoned, &c.,

of a plea that they render unto him the sum of \$ 225 ⁰⁰/₁₀₀, which to him they
owe, and from him unjustly detain; for this, to wit: that heretofore, to wit: on the 12 day
of November 1891, at the said of, the said
defendant^s, by their certain writing obligatory, sealed with their seals, and now to the court
here shown, the date whereof is the date and year aforesaid, acknowledged themselves to be held and
firmly bound unto the said plaintiff in the sum of \$ 225 ⁰⁰/₁₀₀, above demanded, to be paid to the
said plaintiff, By the 1st day of January 1892, with interest
whenever the said defendant should be thereunto afterwards requested.
from date

Yet the said defendant^s, although often requested, hath not as yet paid to the said plaintiff the said
sum of \$ 225 ⁰⁰/₁₀₀, above demanded, nor any part thereof, but the same to pay hath hitherto wholly
failed and refused, and still doth fail and refuse, to the damage of the said plaintiff, \$ 225 ⁰⁰/₁₀₀.
And therefore he bring his suite.

Jackson Blankenship p. q.

Dorris Albert

US. { DECLARATION
IN
DEBT ON A BOND.

Jeremiah Mullins, et al

Jackson & Blankenship p. 9.

1893 1st Sept Rules Decd filed
Dunns. Exd & C. Order
" 2nd Sept Rules c. O. Confd
" Nov Term Judgt final
O. B 320 Nov 18th 1892

Q 5.01
S 2.00
A 2.50
Co C. 25
\$9.76

The Commonwealth of Virginia,

To The Sheriff of Lee County Greeting:

I DO COMMAND YOU TO SUMMON

Jeremiah Mullins Shadric Wilder

Hiram J Yeary and Thomas J Ely

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House on the first Monday in.....

September.....next, to answer *Parris Albert*.....

upon a plea of

Action of Debt on a Bond \$225.00....., Damage. \$*225.00*.....

And have then and there this writ.

Witness, *A B Munsey* ~~J. A. G. Hyatt~~, Clerk of said Court at the Courthouse.

This.....*7th*.....day of.....*August*.....18*93*.....in the 11*th* year of the Commonwealth.

A B Munsey.....Clerk,

A Copy Teste.....Clerk.

4 Copies

J. P. Albert
vs } Sum in Debt
Jeremiah Mullins et al
To 1st Sept Rules 1893

Executed by Diligence
to the within none
partes the within
copies this August
22nd 1893

H P Arrington
Deputy for C. E. Gilmore
S. L. Lyle

Virginia

At a circuit Court begun and held
for Lee County at the Court house thereof
on Monday June the 4th 1894
Paris Albert

Plff motion on
forth coming

VS

Jno M Tate

H. J. Geary, Shadrick Wilder, Wiley Wilder & Defs Bond

This day came the Plaintiff by his attorney and
it appearing to the Court that the defendants
have had legal notice of this motion and
they being solemnly called and came not;
It is therefore considered by the Court that
the plaintiff recover against the defendants
H. J. Geary, Shadrick Wilder, Wiley Wilder and
Jno M Tate the sum of (\$315.56) Three hundred
and fifteen dollars and fifty six cents the penalty
of said bond, but which is to be discharged
by the payment of (\$157.78) One hundred and
fifty seven dollars and seventy eight cents,
and legal interest thereon from the 15th day
of January 1894, till paid and the costs

A Copy Teste

A. B. Munsey, Clerk

C 306
S 2.57
Cock 25
\$5.31

Paris Albert
vs Copy Judgment
H. J. Geary et als

Filed as evidence in
Chancery Cause of H. J.
Geary vs Shade Wilder
et als. Oct 11th 1895.

Clerks fee for copy 25-

Renting ~~SALE~~ OF LAND!

Virginia, Lee County Circuit Court:

H. J. Yeary, ----- Plaintiff .

VS.

Jeremiah Mullins, Sadrie Wildent B. Ely, Defendant & .

Pursuant to a decree rendered in this court at the *Nov.* term, 189*6*, the undersigned commissioner will proceed to ~~at~~ ^{rent} at the front door of the court-house of said county on the first day of the *Feb'y* term, 189*7*, of the County Court of said county, to the ^{best} highest bidder on ~~credit~~ ^{for} the shortest time, *so the same does not exceed five years, for a sum sufficient to pay the amount of said decree, the land of Jeremiah Mullins in the bill and proceedings mentioned and described, containing about 264 acres more or less, lying and being in Lee Co., Va., on Black Mountain + South Side of Powell's Mountain and bordering on Va. + Tenn. line and adjoining the lands of W.B. Merriman + others - - - - -* See Deed Book _____ page _____ for a more particular description, except so much as may be necessary to pay the cost of ^{renting} suit and expense of ~~sale~~ will be required to be paid in hand, and for the remainder, bonds and good security will be required of purchaser.

George M. Blaufuss Commissioner.

The bond required by law has been given. _____ Clerk.

Pr 229.32
Int 37.10
Costs 33.91
Com 15.40
\$ 335.73

Know all Men by these Presents, That we H. J. Yeary, Shadrie Wilder, Wiley Wilder & John M. Tate hereby waiving the benefit of our homestead exemptions as to this obligation, and also any claim or right to discharge any liability to the Commonwealth arising under the same, with coupons detached from the bonds of this State, are held firmly bound unto Doris Albert in the sum of Three hundred fifteen & 56/100 dollars, to the payment whereof we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Witness our hands and seals this 15 day of January 1894

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Doris Albert

hath sued out a writ of *feri facias* against the goods and chattels of the above bound H. J. Yeary & Shadrie Wilder upon a judgment obtained in the Circuit Court of the County of Lee, which writ, with the legal costs attending the same, amounts to the sum of \$ 157.78, and directed to the Sheriff

of the County of Lee. And whereas H. P. Arrington deputy for C. E. Flanary, Sheriff of the Co. of Lee

by virtue of the said writ, hath taken the following property belonging to the said H. J. Yeary & Shadrie Wilder to satisfy the same, to-wit:

One yellow horse about 2 yrs old, one iron gray horse about 1 yr. old; one sorrel mare 2 yrs old; one bay mare 3 yrs old; one yoke of oxen 6 yrs old

And the said H. J. Yeary & Shadrie Wilder being desirous of keeping the said property in their possession until the day of the sale thereof, hath tendered the above bound

Wiley Wilder & John M. Tate as security for the forthcoming and delivery thereof on the day and at the place of sale. Now, if the

above bound H. J. Yeary & Shadrie Wilder

or either of them, do and shall deliver the aforesaid property to the said H. P. Arrington

Deputy for C. E. Flanary, Sheriff of the Co. of Lee

or one of his deputies, at the court-house of the said county on the 1st day of next

February term of the County court for the said county, then and

there to be sold to satisfy the said execution in favor of the said Doris Albert

then the above obligation to be void or else to remain in full force and virtue.

Signed, sealed and delivered in the

presence of

H. J. Yeary
Shadrie Wilder
Wiley Wilder
John M. Tate

SEAL.

SEAL.

SEAL.

Seal

Doris Albert

vs.

FORTHCOMING
BOND.

H. J. Gray, et al

Returned on the *19* day of *July*
189*4* at o'clock M.

Clerk.

1894 June, Judgt.

*To be considered in
evidence by agreement*

O. B. & E.

Pr	-	229.32
Int	-	37.10
Costs of Suit		\$58.91
		<hr/>
Came on Sale	- - -	320.33
		<hr/>
		1540
		<hr/>
		\$335.73

Mullins et al. }
 ads } Incho.
H. J. Geary

There is no question in this case between any one, except Mullins and Geary -

The money borrowed from Albert is clearly shown to have been used to pay for stams or brandy made by Mullins. of this there can be no doubt.

Geary denies or rather in his own depositions is silent as to the partnership in the logs raised at the steel house yet that is clearly proven - and is a powerful circumstance in Mullins favor showing partnership

On the main branch of the case - were they in fact partners? we think the unimpeached testimony clearly shows.

Mullins proves this himself and also by four or five other witnesses, whose

opportunity to know was as good as could be, being men employed about the work.

The reason for Yeary not appearing openly as a partner, was to enable him to go upon Mullins bond which he did, and could not have done if he had been known as a partner.

It is a noticeable fact that while Yeary procured he furnished men carefully weighing it, for the distillery he no where shows that Mullins ever paid him a cent for it. It is fair to presume that he was furnishing his part.

The settlement spoken of does not allude to the distillery business but about a land transaction.

At all events, Mullins

a partnership by a large
preponderance of proof
and must prevail upon
the ordinary rule that he
who has the preponderance
should succeed.

Onilmore & Son

Jeremiah Mullins

Ad. { Brief of
fact.

H. J. Garry

H. J Yeary, Plaintiff

Against (In Chancery.

Jeremiah Mullins, et al., Defendants.

In this case it is respectfully insisted that the issue is as to who was principal and who was sureties in the note executed to Paris Albert for \$225.00, by Jeremiah Mullins, Shadric Wilder, Hiram J. Yeary and Thomas J. Ely, November 12th 1891. And the evidence we think clearly shows that Mr. Mullins was principal and the others were only sureties----See deposition of Hiram J Yeary, which is positive and to the point; also depositions of Paris Albert and G. W. Blankenship, which clearly shows that Mr. Mullins recognized the debt as his own, and tried to make different arrangements with Mr. Albert and his attorney, G. W. Blankenship, for the payment of the same, and that during the collection of the debt Mullins never intimated or claimed the debt was other than his own. But he being a non-resident and having no personal property in this state, the execution was finally levied on Mr. Yeary's property and he gave the forthcoming bond, and finally paid the balance of the debt, after the amount \$55.00 paid by Mullins before suit and which is credited on the note.

The question sought to be raised by Mullins and upon which, alone, he takes evidence, that he and Yeary were partners in ^athe distillery, is entirely foreign to the issue. There is no evidence in the case showing or tending to show that this money was borrowed in partnership by Mullins and Yeary, or for the purpose of carrying on the distillery. It was borrowed several years after the distillery closed, and there is not a syllable of evidence in the defendant, Mullin's depositions tending to prove that Mullins was not principal in the note, and he in fact does not deny in his own deposition that he was principal, and as before stated there is an abundance of proof upon the part of Yeary that Mullins was principal and that he and the others were only sureties. The deposition of W. B. Merriman proves a settlement of all matters between Yeary and Mullins before this money was borrowed for which the note was executed.

G. W. Blankenship Esq.
For Plaintiff

H. J. George,
vs. } Brief

Mullins, et al

O. B. & E.

Georg W. Mullins

H.C. Joslyn, J.P. Receipt \$6.50
 Over Blanketship, atty - " 15.00
 A.B. Munsey Circuit Ct. " 18.66
 Evan Bleason Sheriff - 3.00
\$ 43.16

53.91
 43.16
\$ 10.75

June 4th 1896.

\$229.32
.06
 \$13.75.92
2
 27.51.84
14 66

March 15'

12 30
 1897. 3-15'
 1896 6 4
9-11

\$42.17
229.32
 271.49
5
 13,57.45
10 75
 \$24.32.45

1.1.45
9
 11.26
3 40
 14.66

271.49
 13 57
\$258.42

18.66
15.00

229.32
37.10

~~335.73~~
69.31
5) 266.42
53.28

5.391
15.40
69.31
67.71
1.60

229.32

.06

13.75.92

2

27.5184

9.17

229.32

37.10

\$266.42

53.91

320.33

.05

16.0165

326.33

16.01

336.34

69.92

51/266.42

513.28 2/5

23 5.5

3.21

.76

1897 = 2-15-

6-4

2-8-11

\$18.66

15.00

3.00

6.50

23.16

23.55

66.71

53.91

43.16

10.75

53.91

16.01

69.92

66.71

\$3.21 bal due from Malleus.

23.58
43.16
266.40
3.21

336.32

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *Jeremiah Mullins*
Shadric Wilder and Thomas J Ely

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *August*, *an amended* 189*6*, to answer a
bill in Chancery, exhibited against *them* in our said court by
H. J. Geary

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *23rd* day of *June* 189*6*, and in the
120*th* year of the Commonwealth.

A. B. Munsey Clerk.

Bledsoe

A. J. Geary

SUPPENA.

vs.

IN CHANCERY.

Jeremiah Mullins ^{et al}

Orr & B

p. q.

To 1st Aug. Rules.

CIRCUIT COURT.

Executed by my
delivering a copy
of the within to
Jeremiah Mullins
Shaderrick Wilder

J J Ely

July 20th 1890

From Bledsoe

for W O West
S E C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

Shadrick Wilder, Jeremiah Mullens and Thomas J. Ely

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *3rd* Monday in *October*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *H. J. Yeary*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

9th day of *October*, 189*4*, and in the *119th* year of the

Commonwealth.

A B Munsey Clerk.
A Copy Teste
A B Munsey Clerk

vs. { SUPCENA
IN CHANCERY.

p. q.

To _____ Rules,
Circuit Court.

For T. J. Ely

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *Shadrick Milder, Jeremiah Mullens*
and Thomas J Ely

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *3rd* Monday in *October*, 189*4*, to answer a bill in Chancery,
exhibited against *them* in our said court by *H J Yeary*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the
9th day of *October* 189*4*, and in the 11*9th* year of the
Commonwealth.

A B Munsey Clerk.

I accept legal
Service of
this writ,
Oct 15th 1894.
T J Ely

not executed

H. J. Yeary
vs. { SUPREMA
IN CHANCERY.

Thomas J. Ely et al

Orr B. & Ewing p. q.

To 2nd October Rules,
Circuit Court.

Not executed
for want of time

C. E. Flanagan,
S. L. C.

See acceptance
on back.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

Mullens

Shadrick Wilder and Jeremiah

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the

1st

Monday in

October

, 1894,

to answer a bill in Chancery,

exhibited against

them

in our said court by

Hiram J. Geary

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

12th

day of

September

1894,

and in the *119th*

year of the

Commonwealth.

A. B. Munsey

Clerk.

Hiram J. Yeary
vs. SUPENA
IN CHANCERY.

Shadrick Wilder et al

Orr, B & Ewing p. q.

To 1st October Rules,
Circuit Court.

Executid by delivering
a affis cappey To
Shadrick Wilder, and
Jeremiah Mullens
This September 28th 1874
H. P. Arington Deputy
for C. E. Flanery
S. 26

To Jeremiah Mullins, Shavrie Wilder & L. J. Ely:-

TAKE NOTICE. That I, on the 27 day of

July, 1895, at the Court Office of Orr,
Blankenship & Ewing in the town of
Jonesville, Lee County, Virginia,

will proceed to take the deposition of Peter Donkey, W. B. Merriman
& others

which, when taken, I intended to be read as evidence on my behalf in a certain suit in Chancery
now pending in the Circuit Court of Lee County, State of Virginia, in which
you, Jeremiah Mullins, Shavrie Wilder & L. J. Ely, are plaintiffs and
H. J. Jeary is defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

July 25, 1895.

Very Respectfully,

By Counsel-

Orr, Blankenship & Ewing, attys.

H. J. Jeary

Virginia, Lee county, to wit:

This day Robert L. James personally appeared before me and made oath that on the 26th day of February 1895, he delivered a copy of the within notice to the wife of Jeremiah Mullins, at the house of said Mullins and read and explained the same to her, she being a member of his family over the age of 16 years, and the said Jeremiah Mullins being absent from his usual place of abode.

Given under my hand this 27th day of Feb. 1895. The Mrs Mullins stated to me at the time that her husband would be back, at home, inside of an hour. H. C. Goolsby J.P.

H. C. Goolsby
J.P.
Notice to take
depositions.
Jeremiah Mullins et al.
I have by accept
Legal Service of
the within notice,
this 27th day of Feb. 1895.
H. C. Goolsby

Virginia, Lee County, to wit:
This day Abram G. Goolsby personally appeared before me, and made oath that he delivered a copy of the within notice on the morning of the 26th day of February, 1895, to the wife of Shapare Wilder, at the house of the said Shapare Wilder, and explaining the same to her, and the said Shapare Wilder being a member of his family over the age of 16 years, and the said Shapare Wilder being absent from his usual place of abode. Given under my hand this 27th day of Feb. 1895. H. C. Goolsby J.P.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

Peter P. Parker, Sheriff James & W. B. Merriman

a Commissioner

law office of Orr Blankenship & Coing

to appear before ~~the Judge~~ of our Circuit Court of Lee County, at the ~~court-house~~ thereof on the

7th day of *October*

189*5*, to testify and the truth to say in behalf of

the *Plaintiff*

..... in a certain matter of controversy in our said Court,
before the said Judge depending and undetermined between

A. J. Geary PLAINTIFF,
and

Jeremiah Mullins DEFENDANT

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *27th* day of *September* 189*5*, and in the ~~44~~

120th year of the Commonwealth.

A. B. Munsey Clerk.

in the town of Jarraville Va

note #26 - turned over.

A. J. Geary,
vs. Spaford
Jeremiah Mullins

7th day of Oct 1895

Executed by Sumner
P P Parkey, J W Davault
& A Hart James this
the 7th day of Oct 1895
Executed before me
for W P Weston S. L. C.